

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

BRET A. BROADDUS

Plaintiff,

v.

NORTH SHORE VAN LINES, INC.

Defendant.

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)
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)
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)
)

No.

FILED: April 9, 2008
08cv2006 J. N.
JUDGE KENDALL
MAG. JUDGE COX

NOTICE OF REMOVAL

TO: The Honorable Judges of the
United States District Court
for the Northern District of Illinois,
Eastern Division

Petitioner North Shore Van Lines, Inc. ("NSVL or Van Lines"), by its Attorneys, Axelrod, Goodman, Steiner & Bazelon respectfully state to the Court:

1. There is one Defendants to this action, Petitioner herein.
2. On January 10, 2008, Plaintiff, Bret A. Broaddus, alleged against Defendant in the Circuit Court of Cook County, Illinois, No. 08 L 000309, a civil action to recover from Defendant damages of \$235,606.93, alleged to be due to Plaintiff as a consequence of alleged damage and/or delay to a shipment of interstate freight shipment transported by Defendant NSVL. The Complaint alleges a cause of action that arises out of and pursuant to, 49 U.S.C. § 14706. All suits for loss or damage to interstate shipments by motor carrier are preempted by 49 U.S.C. §14706.

See, for example, *R.E.I. Transport, Inc. v. C.H. Robinson Worldwide, Inc.*, 2008 WL 731614, pp. 3-4 (7th Cir. 2008), *Miller v. Reebe Storage and Moving Company, Inc.*, 1993 WL 414689 at pg. 4 (N.D. Ill. 1993), *Morris v. Covan World Wide Moving Incorporated*, 144 F.3d 377, 382-383 (5th Cir. 1998), *Nowakowski, et. al. v. American Red Ball Transit Company, Inc., et. al.*, 288 Ill. App. 3d 348, 680 N.E. 2d 441 (2nd Dist. 1997), *Gordon v. United Van Lines, Inc.*, 130 F.3d 282, 286 (7th Cir. 1997) and *Smith v. United Parcel Service (UPS)*, 296 F.3d 1244 (11th Cir. 2002).

3. On April 2, 2008 Defendant, NSVL was served with a Summons and a copy of the Complaint in the aforementioned civil action, which was the first knowledge that Defendant had of the instant action. Defendant has been served with no other pleadings, papers or orders in the aforementioned cause.

4. No pleadings or papers have been filed by the Defendants in the aforementioned action. This is a controversy over which the United States District Courts have original jurisdiction pursuant to Title 28 U.S.C. Section 1331 which provides:

“The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States”;

Title 28 U.S.C. Section 1337(a) which provides, in pertinent part:

“The district courts shall have original jurisdiction of any civil action or proceeding arising under any Act of Congress regulating commerce or protecting trade and commerce against restraints and monopolies”; and,

Title 49 U.S.C. §14706.

WHEREFORE, Petitioner North Shore Van Lines, Inc., Defendant, herein, prays that this Court assume full jurisdiction over the cause of action herein as provided by law.

North Shore Van Lines, Inc.

By: /s/ Joel H. Steiner
Joel H. Steiner
One of its Attorneys

OF COUNSEL:
Axelrod, Goodman, Steiner & Bazelon
39 South LaSalle Street - Suite 920
Chicago, Illinois 60603
(312) 236-9375
(312) 236-2877 fax

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT on April 9, 2008 I have served a true and correct copy of the above and foregoing Notice of Removal upon the following parties:

TO: Ariel Weisberg
Weisberg and Associates
401 South LaSalle St., Suite 403
Chicago, Illinois 60604

Dorothy Brown
Clerk of the Circuit Court of Cook County,
50 West Washington Street
Chicago, Illinois 60602

by depositing the same in the United States Mail at 39 South LaSalle Street, Chicago, IL 60603, before the hour of 5:00 p.m. with proper first-class postage affixed thereto.

/s/ *Joel H. Steiner*
Joel H. Steiner

DATED: April 9, 2008

2120 - Served 2121 - Served 08cv2006 J. N.
2220 - Not Served 2221 - Not Served JUDGE KENDALL
2320 - Served By Mail 2321 - Served By Mail MAG. JUDGE COX
2420 - Served By Publication 2421 - Served By Publication
SUMMONS ALIAS - SUMMONS CCG N001-10M-1-07-05 ()

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

(Name all parties)
BRET A. BROADDUS

v.

NORTH SHORE VAN LINES, INC.

ALIAS
SUMMONS

No. 08-L-000309

Please Serve:

MARY K LARKIN
1103 CALWAY COURT
NORTHBROOK, IL 60062

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- ☒ Richard J. Daley Center, 50 W. Washington, Room 802, Chicago, Illinois 60602
- | | | |
|--|---|---|
| <input type="checkbox"/> District 2 - Skokie
5600 Old Orchard Rd.
Skokie, IL 60077 | <input type="checkbox"/> District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008 | <input type="checkbox"/> District 4 - Maywood
1500 Maybrook Ave.
Maywood, IL 60153 |
| <input type="checkbox"/> District 5 - Bridgeview
10220 S. 76th Ave.
Bridgeview, IL 60455 | <input type="checkbox"/> District 6 - Markham
16501 S. Kedzie Pkwy.
Markham, IL 60426 | <input type="checkbox"/> Child Support
28 North Clark St., Room 200
Chicago, Illinois 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

Atty. No.: 91781

Name: Weissberg and Associates, Ltd.

Atty. for: Plaintiff

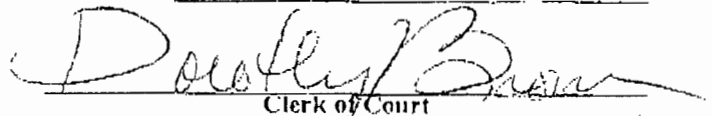
Address: 401 S. LaSalle St., Suite 403

City/State/Zip: Chicago, IL 60605

Telephone: 312-663-0004

Service by Facsimile Transmission will be accepted at:

WITNESS,


Clerk of Court

Date of service: 4-2-08
(To be inserted by officer on copy left with defendant or other person)

312 663-1514
(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

BRET BROADDUS,

Plaintiff,

v.

NORTH SHORE VAN LINES, INC.

Defendant.

COMPLAINT

NOW COMES Plaintiff Bret Broaddus, by and through his attorneys, Weissberg and Associates, Ltd., and for his Verified Complaint against North Shore Van Lines, Inc. states as follows:

COUNT I
(Bailment)

1. Plaintiff Bret Broaddus is a resident of the City of Chicago, County of Cook, and State of Illinois.
2. Defendant North Shore Van Lines, Inc. is an Illinois corporation doing business in the City of Chicago, County of Cook and State of Illinois.
3. On or about September 1, 2006, Plaintiff and Defendant entered into an oral agreement whereby Defendant agreed to pack and transport Plaintiff's personal property ("the Personal Property") from Plaintiff's home in Del Ray Beach, Florida to Plaintiff's new residence in Chicago, Illinois. In exchange for the services, Plaintiff agreed to pay Defendant approximately \$15,000.00 ("the Agreement").
4. Pursuant to the Agreement, the parties agreed that among the Personal Property to be transported to Chicago was Plaintiff's automobile, a 2003 Mercedes S500 ("the Mercedes"). At all times relevant, Plaintiff was the owner of the Personal Property and the Mercedes, and maintained all rights and interest

thereto. Plaintiff and Defendant agreed that Defendant would transport the Mercedes inside a moving van and would not drive the Mercedes from Florida to Illinois.

5. Pursuant to the Agreement, the parties agreed that delivery of the Personal Property to Plaintiff at his residence in Chicago would take between five to six days, *i.e.* until September 9 or 10, 2006.

6. The Agreement was memorialized on or about September 4, 2006, by a written work order in which the Personal Property was listed in an inventory list ("the Inventory List") which was acknowledged and agreed upon by both parties. Plaintiff's wife signed the list on Plaintiff's behalf, and Bryan Hemilberg, agent and employee of Defendant, signed on behalf of Defendant. See September 4, 2006 inventory list, attached hereto and marked as Exhibit A. The Bill of Lading is attached hereto and marked as Exhibit B.

7. Under the Agreement, Plaintiff was the bailor and Defendant became the bailee of the Personal Property and the Mercedes.

8. On or about September 4, 2006, Defendant received from Plaintiff the Personal Property, including the Mercedes, pursuant to the terms of the Agreement and Inventory List.

9. At the time Defendant accepted Plaintiff's Personal Property and the Mercedes, all of the Personal Property, including the Mercedes, was in good condition at the time Plaintiff delivered the Personal Property to Defendant.

10. Following Defendant's acceptance of the Personal Property on September 4, 2006, Defendant maintained possession of the Personal Property at all times relevant.

11. Defendant, as bailee of the Personal Property and the Mercedes, had a duty to exercise ordinary care in the transportation, storage, and movement of the Personal Property.

12. Defendant did not deliver the Personal Property to Plaintiff on or before September 10, 2006; in fact, Defendant did not deliver the Personal Property to Plaintiff until a month later in October 2006.

13. Upon receipt of the Personal Property, Plaintiff noted that certain items of the Personal Property were missing, while other items were damaged, included the Mercedes and a Recaro Electronic Office Chair, which was damaged beyond repair. A list of the missing property is attached hereto and marked as Exhibit C.

14. Additionally, Plaintiff discovered that Defendant, in violation of the Agreement, instructed one of its agents to drive the Mercedes to Chicago instead of transporting it by truck.

15. By driving the Mercedes from Florida instead of carting it on a truck, Defendant caused damage to the vehicle by putting 1,370 plus miles on the vehicle. In addition, Defendant caused additional damage to the vehicle by scratching and/or denting the car. The cost of the damages to the Mercedes is in excess of \$14,750.00.

16. Upon discovering that numerous items of Personal Property were missing and damaged in early October 2006, Plaintiff made several demands on Defendant throughout October 2006 and November 2006 for return of the missing Personal Property.

17. Defendant has failed and refused to return the missing Personal Property.

18. Plaintiff has made numerous demands for payment from Defendant for the replacement costs of the missing Personal Property and for payment of the estimated repair costs of the Mercedes and the damaged Personal Property.

19. Defendant has refused to pay Plaintiff for the replacement costs of the missing Personal Property, the repair costs of the Mercedes, or to otherwise

compensate Plaintiff for the damages done to the Personal Property. Plaintiff estimates these costs as in excess of \$232,997.60.

20. Defendant, as bailee, has absolute liability with respect to Plaintiff's lost or damaged property.

WHEREFORE, Plaintiff BRET BROADDUS prays for the entry of judgment in his favor and against NORTH SHORE VAN LINES, INC., for the amount of \$232,997.60, plus interest, costs, his attorneys' fees and for such other and further relief as this Court deems reasonable and just.

COUNT II
(Breach of Contract)

21. Plaintiff realleges Paragraphs 1 through 20 of this Complaint as Paragraph 21 of this Count II as if fully set forth herein.

22. When Defendant entered into the Agreement with Plaintiff, Defendant agreed to transport all the Personal Property from Florida to Chicago in undamaged condition, and to transport the Mercedes by truck.

23. Defendant breached the Agreement due to its failure to deliver all of the Personal Property to Plaintiff; its delivery of certain items of the Personal Property in damaged condition; and for driving the Mercedes to Chicago in lieu of transporting it by truck.

24. Defendant also failed and refused to deliver the Personal Property to Plaintiff on or before September 9 or 10, 2006, as agreed.

25. Because of Defendant's failure to timely deliver the Personal Property to Plaintiff, Plaintiff and his family were unable to live in their new home in Chicago as planned on or about September 9 or 10, 2006, and were forced to extend their initial hotel stay in Chicago for an additional 9 days.

26. While Plaintiff waited for the delivery of the Personal Property, Plaintiff continued to incur additional costs associated with staying in a hotel in the amount of \$2,609.33. A true and correct copy of the hotel receipt is attached hereto and marked as Exhibit D.

27. Because of Defendant's breach of the Agreement, Plaintiff has been damaged in the amount of \$235,606.93, which includes the amount of the loss of the value of missing Personal Property, the damages to the Mercedes and the additional hotel stay. Further, Plaintiff has been damaged an unspecified amount due to the additional mileage and wear and tear imposed on the Mercedes.

28. Plaintiff has made repeated demands upon Defendant to pay to Plaintiff the amounts due.

29. Defendant has failed and refused to pay to Plaintiff the amounts due Plaintiff.

30. Plaintiff has performed all of his obligations under the Agreement.

WHEREFORE, Plaintiff BRET BROADDUS prays for the entry of judgment in his favor and against NORTH SHORE VAN LINES, INC., for the amount of \$235,606.93, plus an amount to be determined at trial to compensate for the diminution in value of the Mercedes, plus interest, costs, his attorneys' fees and for such other and further relief as this Court deems reasonable and just.

COUNT III
(Conversion)

31. Plaintiff realleges Paragraphs 1 through 30 of this Complaint as Paragraph 31 of this Count III as if fully set forth herein.

32. Plaintiff has a right to immediate possession of the missing Personal Property.

33. Defendant, individually and by through its agent and employee Hamilberg, have wrongfully retained control and possession of the Personal Property.

34. Despite Plaintiffs numerous demands for return of the Missing Personal Property made throughout October 2006 and November 2006, Defendant has failed and refused to return the missing Personal Property.

35. There is no just reason for Defendant's retention of the Personal Property.

36. Defendant has acted with a willful and wanton disregard of Plaintiff's rights in the Personal Property.

37. Because of Defendant's conversion of the missing Personal Property, Plaintiff has been damaged in the amount of \$218,247.60, the amount of the replacement value of the missing Personal Property.

WHEREFORE, Plaintiff BRET BROADDUS prays for the entry of judgment in his favor and against NORTH SHORE VAN LINES, INC. for the amount of \$218,247.60, plus interest, costs, for punitive damages, his attorneys' fees and for such other and further relief as this Court deems reasonable and just.

COUNT IV
(Trespass to Chattel)

38. Plaintiff realleges Paragraphs 1 through 37 of this Complaint as Paragraph 38 of this Count IV as if fully set forth herein.

39. Defendant intentionally drove the Mercedes to Chicago, Illinois from Delray Beach, Florida in breach of the Agreement.

40. Defendant's intentional use of the Mercedes and interference with Plaintiff's rights in the Mercedes put an additional 1,370 plus miles put on the vehicle.

41. Defendant's intentional use of the Mercedes and interference with Plaintiff's rights in the Mercedes caused scratches on the Mercedes' surface, wheel damage, sunroof damage and other wear and tear.

42. Defendant's intentional use of the Mercedes and interference with Plaintiff's rights in the Mercedes caused a diminution of the value, quality and condition of the Mercedes.

43. The estimated repair cost for the damage to the Mercedes, not including the loss in value caused by the 1,370 plus miles Defendant put on the vehicle, is \$14,750.00.

44. There is no just reason for Defendant's intentional use of the Mercedes and interference with Plaintiff's rights in the Mercedes.

45. Defendant has acted willfully and with gross negligence, indicating a wanton disregard of Plaintiff's rights in the Mercedes.

WHEREFORE, Plaintiff BRET BROADDUS prays for the entry of judgment in his favor and against NORTH SHORE VAN LINES, INC. for the amount of \$14,750.00 plus an amount to be determined at trial to compensate Plaintiff for the diminution in value of the Mercedes, plus interest, costs, for punitive damages, his attorneys' fees and for such other and further relief as this Court deems reasonable and just.

COUNT V
(Consumer Fraud and Deceptive Business Practices Act)

46. Plaintiff realleges Paragraphs 1 through 45 of this Complaint as Paragraph 46 of this Count V as if fully set forth herein.

47. At all times relevant, the Illinois Consumer Fraud and Deceptive Practices Act (the "Act"), 815 ILCS 505/2, was in effect, which provides in part as follows:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act," approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section, consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act.

815 ILCS 505 (West 2008).

48. At all time relevant, the Plaintiff was a person protected by the provisions of the Act.

49. At all time relevant, Defendant was engaged in trade and commerce as within the meaning of the Act.

50. Defendant, by its acts of representations, misstatements and omissions, committed unfair and deceptive acts or practices in violation of the Act, including deception, false promise, misrepresentation and concealment of material facts.

51. The representations, misstatements and omissions made by Defendant were deceptions that occurred in the course of providing professional moving services of Plaintiff's Personal Property in connection with Plaintiff's move from Florida to Chicago. Defendant intended that Plaintiff rely on these deceptions to induce Plaintiff to tender value for the purpose of purchasing Defendant's professional services, and to make his decision to allow Defendant to take possession of the Personal Property for the purposes of delivering it to Plaintiff in Chicago.

52. At all relevant times, Plaintiff relied on Defendant to exercise ordinary care in the transportation, storage and movement of the Personal Property, to respect Plaintiff's rights in the Personal Property, and to return the Personal Property to Plaintiff as agreed.

53. Upon information and belief, at the time Defendant made the representations to Plaintiff, Defendant did not intend to move the Mercedes to Chicago by placing it inside a moving van, and instead intended to drive the Mercedes to Chicago.

54. Upon information and belief, at the time Defendant made the representations to Plaintiff that it would return all of Plaintiff's Personal Property to Plaintiff within four or five days after acceptance of the Personal Property, Defendant did not intend to return all of Plaintiff's Personal Property.

55. As a direct and proximate result of the failure of Defendant to exercise ordinary care in the transportation, storage and movement of the Personal Property, to respect Plaintiff's rights in the Personal Property, and to return the Personal Property to Plaintiff as agreed, Plaintiff has suffered significant losses and has incurred substantial damages, in that he has been deprived of almost ninety items of significant monetary and sentimental value.

56. Pursuant to the Act, the Plaintiffs are entitled to recover punitive damages in connection to this claim.

WHEREFORE, Plaintiff Bret Broaddus prays for the entry of judgment in his favor and against NORTH SHORE VAN LINES, INC., in the amount of \$235,606.93, plus interest, costs, for punitive damages, his attorneys' fees and for such other and further relief as this Court deems reasonable and just.

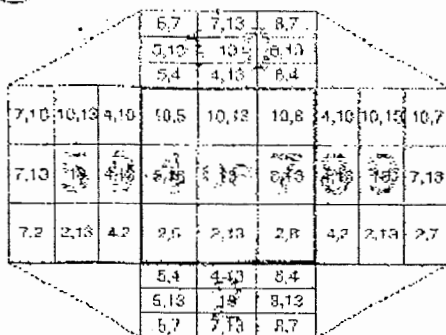
BRET BROADDUS, Plaintiff

By: 

One of his attorneys

Ariel Weissberg, Esq.
Rakesh Khanna, Esq.
WEISSBERG AND ASSOCIATES, LTD.
401 S. LaSalle St., Suite 403
Chicago, IL 60604
(312) 663-0004
Attorney No. 91781

PART, EXACT DAMAGE, AT LOCATION



Driver or Agent #	North West Van Lines		Page #	1	# of Pages	8
Customer Name	BROADES		Contract #			
Origin City, State	F.H.		Tag Color	WHITE	Lot #	174338
Destination City, State	CHGO. IL.		GBL #			

PART & LOCATION		EXACT DAMAGE		DESCRIPTIVE SYMBOLS	
1 Arm	10 Top	BE Bent	RU Ruined	CD Carrier Disassembled	
2 Bottom	11 Vender	BR Broken	SC Scratched	CP Carrier Packed	
3 Corner	12 Edge	BU Burned	SH Short	CU Contents and Condition Unknown	
4 Front	13 Center	CH Chipped	SO Soiled	DGO Disassembled By Owner	
5 Left	14 Seal	D Dented	S Stretched	MCU Mechanical Condition Unknown	
6 Leg	15 Drawn	F Faded	T Torn	PS Professional Books	
7 Rear	16 Inside	G Gripped	W Worn	PBO Packed By Owner	
8 Right	17 Door	L Loose	WP Waped	PL Professional Equipment	
9 Side	18 Shelf	M Marred	WS Water-stained	PP Professional Papers	
	19 Hardware	MI Mildew	Wet	SW Shrink Wrap	
		R Rubbed	Z Cracked		

EM #	CR	ARTICLE	ROOSE	CONDITION AT ORIGIN	EXCEPTIONS AT DESTINATION
1		SING BX. SP		SC 3,9,10,12-R3,10,12	
2		SING BX. SP		SC 3,10,12-R3,12	
3		WOOD STATUE		CH 3,4,10,12-SC 4,9,10-R3,12-BR 9	
4		WARDROBE CTN		PBD-CU	
5		1.5 CTN.		PBD-CU	
6		WIRE BASKET		PBD-CU-D 9	
7		1.5 CTN.		PBD-CU	
8		1.5 CTN.		PBD-CU	
9		PLASTIC TOTE CTN.		PBD-CU	
10		PLASTIC TOTE CTN.		PBD-CU	
11		PLASTIC CTN.		BR 3-PBD-CU	
12		COOLER		PBD-CU	
13		STANDARD TOOL BOX		PBD-CU-R3,10,12	
14		1.5 CTN. OPEN -		PBD-CU	
15		WARDROBE CTN.		PBD-CU	
16		3A CTN.		PBD-CU	
17		200 LADDERAL FILE		SC 4,9,10-G 4-CH 3,12-R3,4,10,12	
18		1.5 CTN.		PBD-CU	
19		1.5 CTN.		PBD-CU	
20		3.0 CTN.		PBD-CU	
21		1.5 CTN.		PBD-CU	
22		DESK		CH 3,12,4-SC 4,6,9,10-R3,10,12	
23		CHIRAL		SC 9,10-R3,10,12	
24		PLASTIC TOTE CTN.		PBD-CU	
25		SM CTN.		PBD-CU	
26		PLASTIC TOTE CTN.		PBD-CU	
27		4.5 CTN.		PBD-CU	
28		MACHINE		MCU-R3,12	
29		NIGHT STAND		Z 10-SC 4,9,10-B 10-R3,10,12	
30		4.5 CTN.		PBD-CU	

Remarks:

IMPORTANT NOTICE: Before signing - check shipment, count items, and describe loss or damage in space on the right above. If for any reason you were not given the opportunity to inspect this shipment, you should call this toll free number, 800-348-3746.

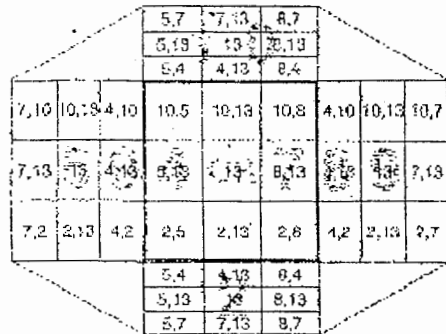
I have examined all the items listed and numbered on this page inclusive, and acknowledge that this is a true and complete list of the goods tendered, and of the goods received.

AT ORIGIN	Driver	Code	Date	AT DESTINATION	Driver	Code	Date
			4-9-06				



NORTH BROOK, IL 60062
847-499-6560

PART, EXACT DAMAGE, AT LOCATION



Driver of Agent #		Page #	2	# of Pages	8
Customer Name		Contract #			
Origin City, State		Tag Color	WHITE	Lot #	171338
Destination City, State		GBL #			

PART & LOCATION		EXACT DAMAGE		DESCRIPTIVE SYMBOLS	
1 Arm	10 Top	BL Bent	RU Rusted	CD Carrier Disassembled	
2 Bottom	11 Veneer	RR Raken	SC Scratched	CP Carrier Packed	
3 Corner	12 Edge	BU Burned	SH Short	CU Contents and Condition Unknown	
4 Front	13 Center	CH Chipped	SO Soiled	DBO Disassembled By Owner	
5 Left	14 Seat	D Dented	S Stretched	MCU Mechanical Condition Unknown	
6 Leg	15 Drawer	F Faded	T Torn	PB Professional Books	
7 Rear	16 Inside	G Gouged	W Worn	PBO Packed By Owner	
8 Right	17 Door	L Loose	WP Warped	PE Professional Equipment	
9 Side	18 Shell	M Marred	W Water-stained	PP Professional Papers	
	19 Hardware	ML Mildew	W Wet	SW Shrink Wrap	
		R Rubbed	Z Cracked		

ITEM #	CR	ARTICLE	ROOM	CONDITION AT ORIGIN	EXCEPTIONS AT DESTINATION
1		WARDROBE CTN.		PBD-CU	
2		SONY 35" CRT		MCU-BR 3-Z 3-SC 4,9,10-R 3,12	
3		MACHINE		MCU-R 3,12	
4		BED FRAME POLE		SC 9	
5		BED FRAME POLE		SC 9	
6		HARDWARE MATL.		T 3,12,10-SC 9,10-L 3,12,14	
7		FILE CAB		D 9,10-SC 4,9,10	
8		DECLYNER		R 1,3,12	
9		RECORD MECHANISM		MCU-R 1,3,12,14	
10		MED CTN.		PBD-CU	
1		MACHINE		MCU-R 3,12	
2		MACH. PART		SC 2,9	
3		MACH. PART		SC 2,9	
4		MACHINE		MCU-SC 2,9,10-R 3,12	
5		OFFICE CHAIR		T 1,3,12-WI-R 1,3,12,14-SC 19,14	
6		OS. CHAIR		SC 14,7,10-R 1,3,12,14	
7		MANHOLE TRAIL BIKE		MCU-SC 9,10-R 3,12	
8		TRUCK TOOL BIKE		MCU-SC 9,10-R 3,12	
9		FOLDING TABLE		SC 4,9,10-R 3,12,14	
10		PICTURE		CH 3,12-SC 4,9,10-R 3,12,14,12	
1		SHARP		SC 9,10-M 10-R 3,12	
2		WOLAMP		SC 2,9-BE 10-R 3,12	
3		WARDROBE CTN.		PBD-CU	
4		W. PAC. CTN.		PBD-CU	
5		MED CTN.		PBD-CU	
6		MED CTN.		PBD-CU	
7		MED CTN.		PBD-CU	
8		30 CTN.		PBD-CU	
9		FLAT CTN.		PBD-CU	
10		DOOR CASE		SC-W-	

Remarks:

IMPORTANT NOTICE: Before signing - check shipment, count items, and describe loss or damage in space on the right above. If for any reason you were not given the opportunity to inspect this shipment, you should call this toll free number, 800-348-3748.

I have checked all the items listed and numbered on this page inclusive, and acknowledge that this is a true and complete list of the goods tendered, and of the late goods received.

Driver	Code	Date	AT DESTINATION	Driver	Code	Date
Customer		Date		Customer		Date

PART, EXACT DAMAGE, AT LOCATION

7.10	10.13	4.10	10.5	10.13	10.8	4.10	10.13	10.7
7.13	2.13	4.2	2.5	2.13	2.8	4.2	2.13	2.7
5.7	7.10	8.7	5.13	13.8	10.13	5.4	4.13	8.4
5.4	4.13	8.4	5.13	13.8	10.13	5.7	7.10	8.7

Driver or Agent #		Page #	3	# of Pages	8
Customer Name		Contract #			
Origin City, State		Tag Color	WHITE	Lot #	174338
Destination City, State		GBL #			

PART & LOCATION		EXACT DAMAGE		DESCRIPTIVE SYMBOLS	
1 Arm	10 Top	RG Bent	RU Rusted	CU Carrier Disassembled	
2 Bottom	11 Veneer	OR Broken	SO Scratched	CP Carrier Packed	
3 Corner	12 Edge	BU Burned	SH Short	CU Contents and Condition Unknown	
4 Front	13 Center	CH Chipped	SO Soiled	DHC Disassembled By Owner	
5 Left	14 Seal	D Dented	S Stretched	MCU Mechanical Condition Unknown	
6 Leg	15 Drawer	F Faded	T Torn	PD Professional Books	
7 Rear	16 Inside	G Gagged	W Worn	PBO Packed By Owner	
8 Right	17 Door	L Loose	WP Warped	PE Professional Equipment	
9 Side	18 Shelf	M Matted	WWS Water-stained	PP Professional Papers	
	19 Hardware	MI Mildew	WET Wet	SW Shrink Wrap	
		R Rubbed	Z Cracked		

EM #	CR	ARTICLE	ROGA	CONDITION AT ORIGIN	EXCEPTIONS AT DESTINATION
1		NEW CTN		PBO-CU	
2		Pillow		SC 9,10-R12	
3		Pic Pac CTN		PBO-CU	
4		3 OCTN		PBO-CU	
5		Dis Pac CTN		PBO-CU	
6		2 OCTN		PBO-CU	
7		Dis Pac CTN		PBO-CU	
8		PLASTIC TOTE CTN		PBO-CU	
9		1 SCIN		PBO-CU	
10		6 OCTN		PBO-CU	
11		WARDROBE CTN		CP-NSVL	
12		WASH STAND		CH 3,12-SC 4,9,10-R3,11,12	
13		WASH BASE		SC 10-R3,12	
14		SM CTN		PBO-CU	
15		OTORAN		SC 9,10-R3,12	
16		10 OCTN		PBO-CU	
17		LEGGLDAS		SC 9,10-M9,10-R3,10,12	
18		Pic Pac CTN		PBO-CU	
19		Pic Pac CTN		PBO-CU	
20		WARDROBE CTN		CP-NSVL	
21		WARDROBE CTN		CP-NSVL	
22		WARDROBE CTN		CP-NSVL	
23		WARDROBE CTN		CP-NSVL	
24		CABINET		SC 4,6,9,10-CH 3,12-M4-R3,11,12	
25		WARDROBE CTN		CP-NSVL	
26		WARDROBE CTN		CP-NSVL	
27		WARDROBE CTN		CP-NSVL	
28		WARDROBE CTN		CP-NSVL	
29		WARDROBE CTN		CP-NSVL	
30		SPEAKER STAND		CH 3,12-SC 9,10-R3,12	

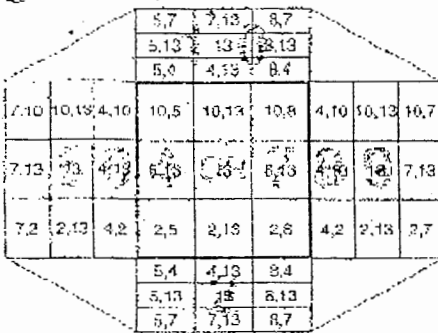
Remarks:

IMPORTANT NOTICE: Before signing - check shipment, count items, and describe loss or damage in space on the right above. If for any reason you were not given an opportunity to inspect this shipment, you should call this toll free number, 800-348-3748.

I have checked all the items listed and numbered on this page inclusive, and acknowledge that this is a true and complete list of the goods tendered, and of the date goods received.

AT ORIGIN	Driver	Code	DATE	AT DESTINATION	Driver	Code	DATE
	Customer	Usage			Customer		

PART, EXACT DAMAGE, AT LOCATION



Driver or Agent #		Page #	4	# of Pages	8
Customer Name		Contract #			
Origin City, State		Tag Color	WHITE	Lot #	174338
Destination City, State		GBL #			

PART & LOCATION		EXACT DAMAGE		DESCRIPTIVE SYMBOLS	
1 Arm	10 Top	SE Bent	RU Rusted	CD Corner Disassembled	
2 Bottom	11 Veneer	BR Broken	SC Scratched	CP Corner Packed	
3 Corner	12 Edge	BU Burned	SH Short	CU Contents and Condition Unknown	
4 Front	13 Center	CH Chipped	SO Soiled	DBO Disassembled By Owner	
5 Left	14 Seat	D Dented	S Stretched	MCU Mechanical Condition Unknown	
6 Leg	15 Drawer	F Faded	T Torn	PB Professional Books	
7 Rear	16 Inside	G Gouged	W Worn	PRD Packed By Owner	
8 Right	17 Door	L Loose	WP Warped	PE Professional Equipment	
9 Side	18 Shelf	M Matted	WS Water-stained	PP Professional Papers	
	19 Hardware	MI Mildew	W Wet	SW Shrink Wrap	
		R Rubbed	Z Cracked		

ITEM #	CR	ARTICLE	ROOM	CONDITION AT ORIGIN	EXCEPTIONS AT DESTINATION
1		SHAMPER STAND		SC 9,10-R3,12	
2		BBQ SET		SC 2,10-R3,12	
3		STATUE (Lion)		SC 2,9,10-R3,12	
4		TOOL BOX		PBD-CU-R3,10,12	
5		MARBLE		CU3,12	
6		SM CTN.		PBD-CU	
7		SM CTN.		PBD-CU	
8		SWIFTER		W-	
9		SM CTN.		PBD-CU	
10		WARDROBE CTN.		PBD-CU	
1		WARD ROBE CTN.		PBD-CU	
2		HICKER BASKET		BR 10-W-	
3		3.0 CTN.		PBD-CU	
4		3.0 CTN.		PBD-CU	
5		SM SQUARE GLASS		SC 9,10-R3,10,12	
6		BURKET		PBD-CU	
7		1.5 CTN.		PBD-CU	
8		1.5 CTN.		PBD-CU	
9		1.5 CTN.		PBD-CU	
10		COLA OR FISE 1		CU12-SC 9,10-R3,12	
1		1.0 CTN.		PBD-CU	
2		1.0 CTN.		PBD-CU	
3		WARDROBE CTN.		PBD-CU	
4		WARDROBE CTN.		PBD-CU	
5		WARDROBE CTN.		PBD-CU	
6		GOLF BAG w/SHOES		PBD-CU	
7		GOLF BAG w/SHOES		PBD-CU	
8		1.5 CTN.		PBD-CU	
9		1.5 CTN.		PBD-CU	
10		NIGHTSTAND		SC 4,9,10-CU3,12 G.I. R3,12	

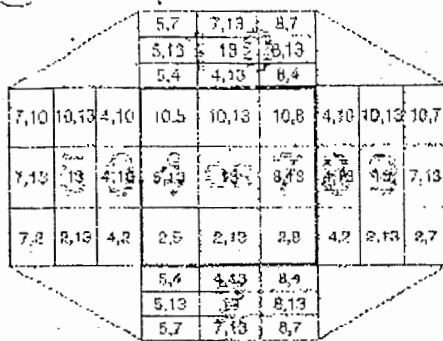
Remarks:

IMPORTANT NOTICE: Before signing -- check shipment, count items, and describe loss or damage in space on the right above. If for any reason you were not given the opportunity to inspect this shipment, you should call this toll free number, 800-348-3746.

I have received all the items listed and numbered on this page inclusive, and acknowledge that this is a true and complete list of the goods tendered, and of the goods received.

AT ORIGIN	Driver	Code	Date	AT DESTINATION	Driver	Code	Date
	<i>[Signature]</i>		7-9-26		<i>[Signature]</i>		
	Customer		Date		Customer		Date

PART, EXACT DAMAGE, AT LOCATION



Driver or Agent #		Page #	5	# of Pages	8
Customer Name		Contract #			
Origin City, State		Tag Color	WHITE	Lot #	174388
Destination City, State		GBL #			

PART & LOCATION		EXACT DAMAGE		DESCRIPTIVE SYMBOLS	
1 Arm	10 Top	BE Bent	RU Rusted	CD Carrier Disassembled	
2 Bottom	11 Vase	BR Broken	SC Scratched	CP Carrier Packed	
3 Corner	12 Edge	BU Burned	SH Shred	CU Contents and Condition Unknown	
4 Front	13 Center	CH Chipped	SO Soiled	DDO Disassembled By Owner	
5 Left	14 Seat	D Dent	S Stretched	MCU Mechanical Condition Unknown	
6 Leg	15 Drawer	F Faded	T Torn	PB Professional Books	
7 Rear	16 Inside	G Gagged	W Worn	PBO Packed By Owner	
8 Right	17 Door	L Loose	WP Warped	PE Professional Equipment	
9 Side	18 Shelf	M Marred	WS Water-stained	PP Professional Papers	
	19 Hardware	MI Mildew	W Wet	SW Shrink Wrap	
		R Rubbed	Z Cracked		

ITEM #	CR	ARTICLE	ROOM	CONDITION AT ORIGIN	EXCEPTIONS AT DESTINATION
1		WARRIOR CTN.		PBD-CU	
2		WARRIOR CTN.		PBD-CU	
3		ROA		SC 9	
4		COFFEE TABLE		SC 6, 9, 10-D 4, 9, 12-R 3, 10, 12	
5		PAINT TREE		L 9, 10-W-	
6		BROOD		W-	
7		SWIVEL SWEEPER		W-	
8		WALKING STAND		W-	
9		WALKING STAND		W-	
10		WALKING STAND		W-	
11		YAMAHA PLOW		MCU-SC 4, 10-R 3, 12	
12		ART. PLANT		SO	
13		WALKING STAND		W-	
14		CORNER		W-	
15		CELE BRG w/ CURS		PBD-CU	
16		POLE LAMP		SC 2, 9, 10-R 3, 12, 10	
17		CELE BRG w/ CURS		PBD-CU	
18		EURICA UPRIGHT		MCU	
19		RCR 5 INCH CD PARK		MCU-SC 9, 10	
20		WALKER		W-	
21		FORM CUSHION		SC 10, 12-R 3, 12	
22		SM STAND		SC 6, 10-R 3, 10, 12	
23		EDGING CHAIR		SC 6, 7, 10-R 3, 12	
24		ROLL OF FABRIC		PBD-CU	
25		ROLLED LAMP		CU	
26		LOVE SEAT		R 13, 12, 14-SC 6	
27		SING. HIDE-A-BED		SC 6, 10, 11-R 3, 12, 14-D 6, 7	
28		ROLL		PBD-CU	
29		WALKER SEAT		MCU-SC 9, 10-R 3, 12	
30		OTOMAN		SC 6, 10, 14-CH 12-R 3, 12	

Remarks:

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I have examined all the items listed and numbered on this page inclusive, and acknowledge that this is a true and complete list of the goods tendered, and of the goods received.

AT ORIGIN	Driver	Conc	Date	AT DESTINATION	Driver	Conc	Date
			7-4-06				

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PART. EXACT DAMAGE AT LOCATION

			5,7	7,13	8,7				
			5,13	13,8	8,13				
			5,4	4,13	8,4				
7,10	10,13	4,10	10,8	10,13	10,8	4,10	10,13	10,7	
7,13	13,8	8,13	5,13	13,4	8,4	13,8	8,13	7,13	
7,2	2,13	4,2	2,5	2,13	2,8	4,2	2,13	2,7	
			5,4	4,13	8,4				
			5,13	13,8	8,13				
			5,7	7,13	8,7				

Driver or Agent #		Page # <u>7</u>	# of Pages <u>8</u>
Customer Name		Contract #	
Origin City, State		Tag Color <u>WHITE</u>	Lot # <u>171338</u>
Destination City, State		GBL #	
<u>PART & LOCATION</u>		<u>EXIST DAMAGE</u>	<u>DESCRIPTIVE SYMBOLS</u>
1 Arm	10 Top	DE Bent	RU Rusted
2 Bottom	11 Veneer	BR Broken	SC Scratched
3 Corner	12 Edge	BU Burned	SH Shrot
4 Front	13 Center	CH Chipped	SO Soiled
5 Left	14 Seat	D Dent	S Stretched
6 Leg	16 Drawer	F Faded	T Torn
7 Rear	16 Inside	G Gouged	W Worn
8 Right	17 Door	L Loose	WP Warped
9 Side	18 Shelf	M Matted	<u>WWS</u> Water-stained
	19 Hardware	MI Mildew	<u>WU</u> Wet
		R Rubbed	<u>ZW</u> Z Cracked
			CD Carrier Disassembled
			CP Carrier Packed
			CU Contents and Condition Unknown
			DBO Disassembled By Owner
			MCU Mechanical Condition Unknown
			PB Professional Books
			PBO Packed By Owner
			PE Professional Equipment
			PP Professional Papers
			<u>RW</u> Shrink Wrap

EM #	CR	ARTICLE	ROOM	CONDITION AT ORIGIN	EXCEPTIONS AT DESTINATION
31		BAG		P30-CU	
2		OS CHAIR		SC6-R3,3,12,14-CH6	
3		OS CHAIR		R3,12,14	
4		OS CHAIR		R3,12,14	
5		BASKET		SC4,10-R3,12	
6		BASKET		R3,12-SC4,10	
7		CHAIR		BR4,9,12-W-SC6-SO14	
8		WARDROBE CLO.		P30-CU	
9		WARDROBE CLO.		P30-CU	
10		WARDROBE CLO.		P30-CU	
1		Dining Rm CHAIR		SC16,7,10-R3,12,14-CH12	
2		CHAIR		CH12-SC16,7,10-R3,12,14	
3		Dining Rm CHAIR		SC16,7,10-R3,12,14	
4		Dining Rm CHAIR		CH12-SC16,7,10-R3,12,14	
5		ARMCHAIR		SC4,6,9-R3,12-CH6-CH12	
6		BAG		P30-CU	
7		SM CHAIR		GL10-CH4,6-SC4,6,10-R3,12,14-F10	
8		PROJECT CD PLAYER		MCH-SC4,10-R3,12	
9		SM BENCH		SO14-SC6-R3,12,14	
10		Dining Rm CHAIR		CH16-D1-SC16,7,10-R3,12,14	
1		Dining Rm CHAIR		SC16,10-CH6-D1-R3,12,14	
2		CHAIR		SC16,7,10-R3,12,14-CH4,6	
3		AR SPEAKER		MCH-CH12-SC4,9,10-R3,12,14	
4		AR SPEAKER		MCH-SC4,9,10-CH12-R3,12,14	
5		CHAIR		R12-SC6-BR12	
6		SM BENCH		M6-SC6,9,10-R3,12,14	
7		SM TRUNK ON STAND		L3-SC6,9,10-R3,12,14	
8		WARDROBE CLO.		P30-CU	
9		SOCTN.		P30-CU	
10		SOCTN.		P30-CU	

1070

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have _____, dated _____, acknowledged all the items listed and numbered on this page inclusive, and acknowledge that this is a true and complete list of the goods tendered, and of the date of _____ goods received.

AT ORIGIN	Driver	Code	Date	AT DESTINATION	Driver	Code	Date
	Customs		Date		Customs		Date

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PART, EXACT DAMAGE, AT LOCATION

Driver or Agent #		Page # 8	# of Pages 8
Customer Name		Contract #	
Origin City, State		Tag Color WHITE	Lot # 174333
Destination City, State		GBL #	

PART & LOCATION		EXACT DAMAGE		PRESCRIPTIVE SYMBOLS
1 Arm	10 Top	BC Bent	RU Rusted	GD Carrier Disassembled
2 Bottom	11 Veneer	BR Broken	SC Scratched	CP Carrier Packed
3 Corner	12 Edge	BU Burned	SH Short	CU Contents and Condition Unknown
4 Front	13 Center	CH Chipped	SO Soiled	DBO Disassembled By Owner
5 Left	14 Seat	D Dented	S Stretched	MCM Mechanical Condition Unknown
6 Leg	15 Drawer	F Faced	T Torn	PB Professional Books
7 Rear	16 Inside	G Gouged	W Worn	PBO Packed By Owner
8 Right	17 Door	L Loose	WP Warped	PE Professional Equipment
9 Side	18 Shelf	M Marred	WS Water-stained	PP Professional Papers
	19 Hardware	ML Milldew	WT Wet	SW Shrink Wrap
		R Rubbed	Z Cracked	

ITEM #	CR	ARTICLE	ROOM	CONDITION AT ORIGIN	EXCEPTIONS AT DESTINATION
11		1.5 CTN		PBD-CU	
2		TABLE		SC 6, 9, 10 - R 3, 10, 12 CU 10, 12	
3		6.0 CTN		PBD-CU	
4		1.5 CTN		PBD-CU	
5		TABLE BASE		CH 3, 12, 10 - SC 9, 10 - R 3, 10, 12	
6		SM CTN		PBD-CU	
7		WARDROBE C/W		PBD-CU	
8		ELEPH. STATUE		SC 2, 9, 10 - R 3, 10, 12	
9		SM STOOL		ML - SC 6, 10 - R 3, 12	
10		SM BENCH		CH 3, 10, 12 - SC 4, 9, 10 - R 3, 10, 12	
11		SM STOOL		CH 12 - SC 6, 10 - R 3, 10, 12	
12		DESK		CH 10 - SC 4, 9, 10 - R 3, 10, 12	
13		TABLE BASE		7, 10 - SC 4, 9, 10 - R 3, 10, 12	
14		MIRROR		SC 4, 9, 10 - CH 3, 12 - R 3, 10, 12	
15		Belted Rug		SO 10 - R 3, 12	
16		Roller Rug w/ PBD		SO 10 - R 12	
17		PICTURE		7, 10 - CH 3, 12 - SC 4, 9, 10 - R 3, 12	
18		MIRROR		CH 3, 12 - ML - SC 4, 9, 10 - R 3, 12 - 23	
19		MIRROR		CH 3, 12 - SC 4, 9, 10 - R 3, 12	
20		Living Room TABLE TOP		CH 4, 12 - SC 2, 9, 10 - R 3, 10, 12	
21		MARBLE		SC 9, 10 - R 3, 12	
22		GLASS		SC 2, 9, 10 - R 3, 10, 12	
23		Pic Pac CTN		PBD-CU	
24		COMPANION 42" CTV PLASMA		ML - R 3, 12	
25		MIRROR		6, 9, 10 - SC 4, 9, 10 - R 3, 10, 12	
26		Table Lamp		SC 2, 9, 10 - R 12	
27		MACHINE PART		SC 2, 9 - R 3, 12	
28		Dining TABLE		SC 6, 10, 9 - R 3, 10, 12	
29		TABLE Lamp		SC 2, 9 - R 12	
30		MRS. ROCK		SC 2, 10, 9 - R 3, 12, 29	

END OF
INVENTORY

Remarks:

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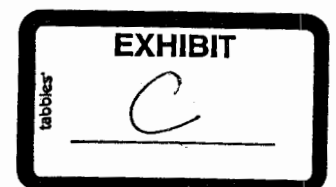
I have checked all the items listed and numbered on this page inclusive, and acknowledge that this is a true and complete list of the goods tendered, and of the date the goods received.

AT ORIGIN	Driver	Code	Date	AT DEST- INATION	Driver	Code	Date
	Customer		9-1-00		Customer		

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EXHIBIT C: MISSING PROPERTY LIST

	Item	Cost
1	2 Kreiss Collection Pots (48" Diameter & 22" Diameter)	3444.00
2	2 Flat Screen Televisions	2628.00
3	Indian Wool Throw Rug	1740.00
4	Crystal Ash Tray	430.00
5	Crystal Wine Glass Set (4 Red, 4 White, 4 Champagne – Mikasa)	1950.00
6	MHP Gas BBQ Grill	2195.00
7	Laundry Baskets	70.00
8	2 Pictures 93 1650	150.00
9	Cigarette Boat Picture Framed	149.00
10	Exterior Garbage Cans	120.00
11	44 missing music CDs	916.00
12	Bamboo Tea Cart (Crate & Barrel)	480.00
13	1 Set Golfsmith Golf Clubs	1820.00
14	1 6' Easel	695.00
15	Exterior Chairs	990.00
16	Make-up bag containing grooming supplies	300.00
17	Physical Therapy container with weights, therabands	11204.00
18	Craftsman Tools and Toolbox	4350.00



19	Bolle men's Sunglasses	296.00
20	Box antique leather bound books	2150.00
21	Wardrobe box containing 20 mens designer suits	13600.00
22	Interior Garbage cans	200.00
23	Men's Altman's dress shoes, (Alligator and Crocodile size 15,16)	8300.00
24	Walker	260.00
25	EMPI Pool lift unopened	1375.00
26	2 Pairs cowboy boots (Tony Lama)	1800.00
27	New Bose outdoor speaker set	1100.00
28	Pioneer HPM 100 speakers	1000.00
29	4 Exterior Sunbeam High 1 pool chair set	1100.00
30	Time-Life World Cuisine Cook Book	985.00
31	Better Home & Garden Cook Book	278.00
32	Hard boxed packaged food	820.00
33	2 Rowenta toasters	175.00
34	Marble top bar etagere	1000.00
35	Speaker wire/electronic CD stereo connectors	231.00
36	White Venta Air cleaner/humidifier	950.00
37	Broken FES – Functional Electoric Stimulator Equipment (Broken Leg	1125.00

Extensions)

38	Ralph Lauren Wool dress sweater top	910.00
39	Original Polo teak lamp from Ralph Lauren/Michigan Ave	2750.00
40	Customized RIC Hospital leg CPM equipment	1075.00
41	Damaged 6.5' by 3.5' 2 inch beveled edge glass dining room table top	2750.00
42	Mens Omega Seamaster Chronometer Wristwatch	2800.00
43	Jack Lalaine juicer	129.00
44	Foreman Grill	150.00
45	14 Bottles miscellaneous alcohol (boxed)	960.00
46	2 Wall mount hardware kits for flat screen televisions	1000.00
47	6 Rubbermaid adjustable shelving units (left in garage)	250.00
48	Pele black leather briefcase	1295.00
49	18 cotton bath towel/wash cloths/ initialed	1125.00
50	3 Physical Therapy Foam Wedges	300.00
51	Black Travel Golf Bag	300.00
52	Mens tear away basketball pants	400.00
53	8 gold framed art pictures	900.00

54	Mens Bole sunglasses	200.00
55	Teak blocks for desk	100.00
56	Panaonic Mini recorder	168.00
57	HP #606 printer	266.00
58	A6 In-Focus Projector	1100.00
59	Dictaphone Transcriber/Recorder	850.00
60	22 Silk flowers and 2 Kreiss interior pots	1140.00
61	Glass living room table glass	345.00
62	3 other kreiss pots	1900.00
63	Silk flowers for Kreiss pots	455.00
64	4 gold framed pictures	3200.00
65	Missing tombstones 5 missing at 5600 each	28000.00
66	Mini VCR/Video camera DVD Sony	1189.00
67	2 oil paintings/Plunket Furniture	3450.00
68	Costs associated with labor and delivery for electrical items re-installation	4250.00
69	12 Ralph Loren picture frames with photos of our kids	2550.00
70	11 Lucite/Crystal Corp AC tombstones appx 5100 each	56100.00
71	4 Ralph Loren shirts/new in bag 78.50 each	314.00
72	4 Ralph Loren leather portfolio cases	1722.00
73	1 Cigarette leather men's coat	977.00

74	28 high end alligator, lizard, leather men's belts	2375.00
75	Gent Signature Overal Mens Gold Ring with Diamond	5200.00
76	Cartier prescription gold framed reading glasses	2150.00
77	Portable Sony walkman radio	250.00
78	U of C College ring gold with sapphire stone	1800.00
79	Olympus digital color camera DVR	1000.00
80	2 Mont Blac Writing Pens	300.00
81	Weather band portable radio	120.00
82	18' Hand Knotted women's pearl necklace	900.00
83	Office supplies incl. professionally printed bus. Cards and letterhead	780.00
84	Susan Horton Mens Chenille Scarf	295.00
85	4 Mens Nike winter golves (4@27)	108.00
86	Altman's Mens shoes 11 @295	10999.60
87	Portable computer hard drive	300.00

Total: 222,323.60

Sofitel Chicago Water Tower
20 East Chestnut Street, Chicago, IL 60611
 Telephone 312 324 4000 Facsimile 312 324 4028

Alliance Capital
227 E Ontario, Suite 118255
Chicago, IL 60611
USA

Arrival 09/03/06
 Departure 09/19/06

Room: 0807
 Cashier: 23
 Page: 1
 Time:
 17:18:46
 Conf #: 374386

Sofitel Chicago Water Tower, 09/18/06

Invoice NO. 220802

Date	Description	DEBIT	CREDIT
09/03	Guest Room	230.00	
09/03	State Tax *Guest Room	27.37	
09/03	City Tax *Guest Room	8.05	
09/04	Room Service #807 : CHECK #8502	46.84	
09/04	Guest Room	230.00	
09/04	State Tax *Guest Room	27.37	
09/04	City Tax *Guest Room	8.05	
09/04	F&B Sales Tax #807 : CHECK #8502	3.89	
09/05	Guest Room	230.00	
09/05	State Tax *Guest Room	27.37	
09/05	City Tax *Guest Room	8.05	
09/06	Guest Room	230.00	
09/06	State Tax *Guest Room	27.37	
09/06	City Tax *Guest Room	8.05	
09/07	Room Service #807 : CHECK #8708	28.42	
09/07	Guest Room	230.00	
09/07	State Tax *Guest Room	27.37	
09/07	City Tax *Guest Room	8.05	
09/07	F&B Sales Tax #807 : CHECK #8708	2.28	
09/08	Guest Room	230.00	
09/08	State Tax *Guest Room	27.37	
09/08	City Tax *Guest Room	8.05	
09/09	Room Service #807 : CHECK #8830	33.96	
09/09	Cafe Des Architectes #807 : CHECK #3033	8.00	
09/09	Guest Room	230.00	
09/09	State Tax *Guest Room	27.37	
09/09	City Tax *Guest Room	8.05	
09/09	F&B Sales Tax #807 : CHECK #8830	2.58	
09/09	F&B Sales Tax #807 : CHECK #3033	0.82	
09/10	Room Service #807 : CHECK #8943	18.28	
09/10	Paid Out Tempo Delivery on 09/10/06	25.67	
09/10	Guest Room	230.00	
09/10	State Tax *Guest Room	27.37	

EXHIBIT

D

tabbles

Sofitel Chicago Water Tower
20 East Chestnut Street, Chicago, IL 60611
 Telephone 312 324 4000 Facsimile 312 324 4026

Alliance Capital
227 E Ontario, Suite 118255
Chicago, IL 60611
USA

Arrival 09/03/06
 Departure 09/19/06

Room: 0807
 Cashier: 23
 Page: 2
 Time:
 17:18:47
 Conf #: 374386

Sofitel Chicago Water Tower 09/19/06

Invoice NO. 220802

Date	Description	DEBIT	CREDIT
09/10	City Tax *Guest Room	8.05	
09/10	F&B Sales Tax #807 : CHECK #8943	1.46	
09/11	Cafe Des Architectes #807 : CHECK #3362	9.00	
09/11	Guest Room	230.00	
09/11	State Tax *Guest Room	27.37	
09/11	City Tax *Guest Room	8.05	
09/11	F&B Sales Tax #807 : CHECK #3362	0.72	
09/12	Room Service #807 : CHECK #9145	12.67	
09/12	Room Service #807 : CHECK #9203	7.43	
09/12	Guest Room	230.00	
09/12	State Tax *Guest Room	27.37	
09/12	City Tax *Guest Room	8.05	
09/12	F&B Sales Tax #807 : CHECK #9145	0.97	
09/12	F&B Sales Tax #807 : CHECK #9203	0.69	
09/13	Guest Room	230.00	
09/13	State Tax *Guest Room	27.37	
09/13	City Tax *Guest Room	8.05	
09/14	Guest Room	230.00	
09/14	State Tax *Guest Room	27.37	
09/14	City Tax *Guest Room	8.05	
09/15	Cafe Des Architectes #807 : CHECK #3943	9.00	
09/15	Lebar Dinner Beverage #807 : CHECK #4210	22.00	
09/15	In Room Movie #807 : VIDEO MOVIE	12.95	
09/15	Guest Room	230.00	
09/15	State Tax *Guest Room	27.37	
09/15	City Tax *Guest Room	8.05	
09/15	F&B Sales Tax #807 : CHECK #4210	1.95	
09/15	F&B Sales Tax #807 : CHECK #3943	0.72	
09/16	Guest Room	230.00	
09/16	State Tax *Guest Room	27.37	
09/16	City Tax *Guest Room	8.05	
09/17	Room Service #807 : CHECK #9655	10.67	
09/17	Room Service #807 : CHECK #9689	28.42	